

ISSUE 31 - CROSS CONNECT RATE

At issue is what the rate should be for cross cabling and whether this rate should be interim to allow the Board to review the costs in more detail.

MCI recommends a rate of \$.30 per month for a ~~IS~~-O cross-connect. BA says its rate should be \$1.04 per month.

At issue is the costing of the equipment that will ~~allow~~ a cross connect to be made. The arrangement is sometimes referred to as a tie cabling arrangement. Although much of the testimony relates to the terminal block component of the ~~tie~~ cabling arrangement, other physical pieces of equipment are also included in the BA proposed price. The rate also includes cable and the intermediate distribution frame. The cost study referred to by BA also has costs relating to engineering, operations, and maintenance associated with ~~the~~ equipment.⁵⁶ Neither the Act nor the FCC's Order is specifically relied upon by the parties in ~~this~~ issue. Also, whether this rate should be interim to allow the Board to review the costs in ~~more~~ detail. A more fundamental issue is to what extent MCI (and other CLECs) can determine ~~what~~ equipment BA can and cannot use in their network.

AWARD

In order to be consistent with the MFS contract, the ~~interim~~ rate of \$1.04 of BA is adopted. See Exhibit BA 40. (Then the Board can adjust ~~this~~ rate when it examines in detail BA's costs, consistent with TELRIC.)

ISSUE 32 - SHARING OF SWITCHED ACCESS REVENUE ON PORTED TOLL COSTS

The issue is resolved between the parties and there is no need for the arbitrator to make a recommendation to the Board.

ISSUE 33 - BRANDING OF DIRECTORY ASSISTANCE/OPERATOR SERVICES

At issue is whether BA should be directed to have a mechanism in place for routing of operator services and directory assistance calls by the second quarter of 1997. The issue is resolved between the parties and there is no need for the arbitrator to get involved.

Branding allows a CLEC to provide a service comparable to that provided by the ILEC under its own name. Branding is particularly important whenever there is a point of customer contact between the ILEC and an CLEC's customer with respect to a service provided through resale of the ILEC's services.

BA considers that this issue has been resolved between the parties. Branding of operator services and directory assistance will be accomplished by rerouting of calls from BA's operator services and directory assistance platforms to MCI's platforms. BA agrees to make good faith efforts to have the necessary technology in place by the second quarter of 1997. However, MCI requests the BA be given a specific deadline for implementation via the arbitration process.

The parties have resolved the issue of branding of operator services and directory assistance. There is not need for an Order with respect to what BA should do or how it will do it. However, MCI is concerned about that ability of BA to do it in a time frame that the parties consider to be generally satisfactory. Requiring a time guarantee or deadline for a solution that is not place does not appear to be meaningful; the commitment is to act "in good faith" to meet the

deadline. A better solution is to require BA to report on progress and provide a firm schedule commitment well enough in advance of the projected date to allow the parties to react accordingly.

AWARD

The arbitrator hereby establishes April 15, 1997 as the projected date for making a solution available to MCI. BA should report to MCI and the Board by February 01, 1997 on progress toward implementing the solution. That report should explain the good faith efforts undertaken. A definitive end date for implementation should be provided at that time. ((If the end date is beyond April 15, 1997, BA should be required to provide a detailed explanation of its failure to meet the target date, and should provide a firm implementation date. At that time, MCI may propose to the Board any remedial measures (for example, requiring BA to unbrand its own operator services and directory assistance) that it feels are appropriate in light of any delay.))

ISSUE 34 - TWO-WAY TRUNKING

At issue for arbitration is whether BA should make shared two-way trunking available to MCI for local calling.

MCI's position is that the Arbitrator should provide by an Order that shared two-way trunking be available for local traffic. BA agrees to make two-way trunking available, but does not think it should include shared trunking.

Trunks are the lines that carry traffic beyond the local switches. BA in particular draws a distinction between shared trunking and two-way trunking. Shared trunking carries traffic from multiple carriers. Two-way trunking carries traffic in both directions and can be shared or single carrier.

12-23-80 MON 11:14

The Act addresses the issue of transmission in § 251 © as an obligations of incumbent LECs.

Interconnection: The duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network—for the transmission and routing of telephone exchange service and exchange access

The FCC's Order very specifically addresses two-way trunking.⁵⁷

We conclude here, however, that where a carrier requesting interconnection pursuant to section 251(c)(2) does not carry a sufficient amount of traffic to justify separate one-way trunks, an incumbent LEC must accommodate two-way trunking upon request where technically feasible. Refusing to provide two-way trunking would raise costs for new entrants and create a barrier to entry. Thus, we conclude that if two-way trunking is technically feasible, it would not be just, reasonable, and nondiscriminatory for the incumbent LEC to refuse to provide it.

This paragraph, in effect, requires shared two-way trunking but is open to different interpretations as to whether it implied shared trunking. This is most evident from the fact that both MCI and BA refer to this paragraph in support of their differing positions.

AWARD

I hereby issue an Order making two-way trunking available, but not shared trunking, as BA defines it. (The latter should be deferred to a date until later when competitors furnish forecasts for their needs.)

⁵⁷ Interconnection Order, ¶ 219.

CONCLUSION

The fact is that the parties have agreed on a number of issues and I suspect that they will agree on more issues, once this award is circulated.

The subject matter of this hearing was highly technical and the Arbitrator had trouble following it, in spite of the technical assistance provided by the Board.

I trust this is satisfactory in all respects.


NICHOLAS SCALERA, Arbitrator

cc: James A. Nappi, Esq., Secretary
Allen M. Friedfield, Esq.
Anne S. Habineau, Esq.
James Murphy (Technical Advisor)
Rocco Della Serra (Technical Advisor)
Mark D. Fowler (Liberty Consulting Group)
Division of Ratepayer Advocate
Project Manager

D

SECTION 1. GENERAL BUSINESS REQUIREMENTS	3
1.1 PROCEDURES	3
1.1.1 ILEC Contact with Subscribers	3
1.1.2 Expedite, Escalation, and Disaster Procedures	3
1.1.3 Operational and Technological Changes	4
1.1.4 Customer of Record	4
1.1.5 Work Center Interface Procedures	4
1.2 SERVICE OFFERINGS	4
1.2.1 Changes in Retail Service Offerings	4
1.2.2 Essential Services	5
1.2.3 Caller ID	5
1.2.4 TTY/TDD	5
1.2.5 Blocking Services	5
1.2.6 Training Support	5
SECTION 2. ORDERING AND PROVISIONING	7
2.1 GENERAL BUSINESS REQUIREMENTS	7
2.1.1 Ordering and Provisioning Parity	7
2.1.2 Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC)	7
2.1.3 Street Address Guide (SAG)	8
2.1.4 CLASS and Custom Features	8
2.1.5 Customer Payment History	8
2.1.6 Carrier Selection	9
2.1.7 Notification to Long Distance Carrier	9
2.1.8 Number Administration/Number Reservations	10
2.2 SERVICE ORDER PROCESS REQUIREMENTS	11
2.2.1 OBF Compliance	11
2.2.2 Service Migrations and New Customer Additions	11
2.2.4 Desired Due Date (DDD)	12
2.2.5 Customer Premises Inspections and Installations	13
2.2.6 Firm Order Confirmation (FOC)	13
2.2.7 Order Rejections	13
2.2.8 Service Order Changes	14
2.2.9 Jeopardy Situations	14
2.2.10 Cooperative Testing	14
2.2.10.1 Network Testing	14
2.2.10.2 Systems and Process Testing	15
2.2.11 Service Suspensions/Restorations	15
2.2.12 Disconnects	15
2.2.13 Order Completion Notification	15
2.2.14 Fulfillment Process	16
2.2.15 Specific Unbundling Requirements	16
2.3 SYSTEMS INTERFACES AND INFORMATION EXCHANGES	18
2.3.1 General Requirements	18
2.3.2 Ordering and Provisioning for Resale Services	19
2.3.3 Ordering and Provisioning for Unbundling	20
2.4 STANDARDS	22
2.4.1 General Requirements	22
2.5 PERFORMANCE MEASUREMENTS AND REPORTING	23
2.5.1 Cycle Time Measurements	23
2.5.2 Quality Measurements	26

2.5.3 Reporting	28
SECTION 3. CONNECTIVITY BILLING AND RECORDING	29
3.1 PROCEDURES	29
3.2 INFORMATION EXCHANGE AND INTERFACES	33
3.3 STANDARDS	38
3.4 PERFORMANCE MEASUREMENTS & REPORTING	39
SECTION 4. PROVISION OF CUSTOMER USAGE DATA	40
4.1 PROCEDURES	40
4.1.1 General	40
4.1.2 Charges	42
4.1.3 Central Clearinghouse & Settlement	42
4.1.4 Lost Data	42
4.1.5 Testing, Changes and Controls	43
4.2 INFORMATION EXCHANGE AND INTERFACES	47
4.2.1 Core Billing Information	47
4.2.2 Supporting Billing Information	48
4.2.3 Product/Service Specific	51
4.2.4 Emergency Information	51
4.2.5 Rejected Recorded Usage Data	52
4.2.6 Interfaces	52
4.2.7 Formats & Characteristics	53
4.2.8 Controls	54
4.3 STANDARDS	55
4.4 PERFORMANCE MEASUREMENTS	56
4.5 REPORTING	60
SECTION 5. MAINTENANCE	61
5.1 GENERAL REQUIREMENTS	61
5.1.18 Additional Unbundling Requirements	65
5.2 SYSTEMS INTERFACES AND INFORMATION EXCHANGES	65
5.3 STANDARDS	67
5.4 PERFORMANCE MEASUREMENTS AND REPORTING	68
5.4.1 Cycle Time Measurements	68
5.4.2 Quality	71
5.4.3 Reporting	71
SECTION 6. MISCELLANEOUS SERVICES & FUNCTIONS	73
6.1 GENERAL REQUIREMENTS	73
6.1.1 Basic 911 and E911 General Requirements	73
6.1.2 Directory Assistance Service	80
6.1.3 Operator Services	82
6.1.4 Directory Assistance and Listings Service Requests	86
6.1.5 Directory Listings General Requirements	88
6.1.6 Directory Assistance Data	91
6.2 SYSTEMS INTERFACES AND EXCHANGES	92
6.2.1 Basic 911 and E911 Information Exchanges and Interfaces	92
6.2.2 Directory Assistance Data Information Exchanges and Interfaces	93
6.3 STANDARDS	103
6.4 PERFORMANCE MEASUREMENTS AND REPORTING	103

Section 1. General Business Requirements

1.1 Procedures

1.1.1 ILEC Contact with Subscribers

1.1.1.1 MCIIm at all times shall be the primary contact and account control for all interactions with its subscribers, except as specified by MCIIm. MCIIm subscribers include active MCIIm customers as well as those for whom service orders are pending.

1.1.1.2 ILEC shall ensure that any ILEC personnel who may receive customer inquiries, or otherwise have opportunity for subscriber contact: (i) provide appropriate referrals and telephone numbers to subscribers who inquire about MCIIm services or products; (ii) do not in any way disparage or discriminate against MCIIm, or its products or services; and (iii) do not provide information about ILEC products or services during that same inquiry or subscriber contact.

1.1.1.3 ILEC shall not use MCIIm's request for subscriber information, order submission, or any other aspect of MCIIm's processes or services to aid ILEC's marketing or sales efforts.

1.1.2 Expedite, Escalation, and Disaster Procedures

1.1.2.1 No later than thirty (30) days after the Effective Date of this Agreement, ILEC and MCIIm shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Customer Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, ILEC and MCIIm will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after the Effective Date of this Agreement. ILEC shall notify MCIIm of any changes to its escalation contact list at least one (1) week before such changes are effective.

1.1.2.2 No later than thirty (30) days after the Effective Date of this Agreement, ILEC and MCIm shall jointly establish contingency and disaster recovery plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for ILEC's unbundled Network Elements, features, functions, and resale services are inoperable.

1.1.3 Operational and Technological Changes

1.1.3.1 ILEC shall notify MCIm of any operational or technological (e.g., network, systems interfaces) changes that are related to any services or Network Elements purchased by MCIm no less than twelve (12) months before ILEC plans to implement such change. The parties may mutually agree to shorter notice periods.

1.1.4 Customer of Record

1.1.4.1 ILEC shall recognize MCIm as the Customer of Record for all Network Elements or services for resale ordered by MCIm and shall send all notices, invoices, and information which pertain to such ordered services directly to MCIm. MCIm will provide ILEC with addresses to which ILEC shall send all such notices, invoices, and information.

1.1.5 Work Center Interface Procedures

1.1.5.1 ILEC and MCIm shall, within 60 days of the Effective Date of this Agreement, develop and implement Work Center Interface Procedures for each function/business process.

1.2 Service Offerings

1.2.1 Changes in Retail Service Offerings

1.2.1.1 ILEC shall notify MCIm of any proposed changes in the terms and conditions under which ILEC offers Telecommunications Services to subscribers who are not Telecommunications Service providers or carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in retail rates at least forty-five (45) days prior to the effective date of

such change, or concurrent with ILEC's internal notification process for such change, or as required by state regulatory agency notification guidelines, whichever is earliest.

1.2.1.2 ILEC shall notify MCIIm of any proposed changes in the terms and conditions under which it offers unbundled Network Elements including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in rates at least forty-five (45) days prior to the effective date of such change, or concurrent with ILEC's internal notification process for such change, or as required by state notification guidelines, whichever is earliest.

1.2.2 Essential Services

1.2.2.1 ILEC shall designate an access line as an Essential Service Line (ESL) upon MCIIm's request.

1.2.3 Caller ID

1.2.3.1 ILEC shall cooperate with MCIIm to provide equipment associated with Caller ID.

1.2.4 TTY/TDD

1.2.4.1 ILEC shall cooperate with MCIIm to provide services and equipment necessary to serve TTY/TDD subscribers.

1.2.5 Blocking Services

1.2.5.1 Upon request from MCIIm, ILEC shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill -to- third party and collect calls, on a line, trunk, or individual service basis.

1.2.6 Training Support

1.2.6.1 MCIIm and ILEC shall mutually develop and deliver training, based on MCIIm's procedures and materials, for all ILEC employees who may communicate with MCIIm

subscribers. Training will be provided for all ordering, provisioning, maintenance, billing, miscellaneous services, and any other area, as requested by MCIm.

1.2.6.2 ILEC shall train MCIm employees on ILEC's systems and processes to MCIm's specifications and shall provide at least the same information available to ILEC employees. ILEC shall provide training to MCIm at no charge. Information/materials provided to MCIm should include, at a minimum, operational and procedural information, and ILEC-specific system access/interface instruction.

Section 2. Ordering and Provisioning

2.1 General Business Requirements

2.1.1 Ordering and Provisioning Parity

2.1.1.1 During the term of this Agreement, ILEC shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable MCI to provide at least the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements as ILEC provides itself, its affiliates or its own customers. ILEC shall provide MCI with the same level of ordering and provisioning support as ILEC provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that ILEC uses and/or which are required by law, regulatory agency, or by ILEC's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as ILEC may deploy) that ILEC provides to MCI under this Agreement.

2.1.2 Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC)

2.1.2.1 ILEC shall provide a Local Carrier Service Center or equivalent which shall serve as MCI's Single Point of Contact (SPOC) for all activities involved in the ordering and provisioning of ILEC's unbundled Network Elements, features, functions, and resale services. The SPOC shall process orders (through an electronic interface) twenty-four (24) hours a day, seven days a week.

2.1.2.2 The SPOC shall provide to MCI a toll-free nationwide telephone number (available from 8:00 a.m. to 8:00 p.m., Monday through Saturday, within each respective continental U.S. time zone) answered by competent, knowledgeable personnel dedicated to MCI servicing matters and trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements, features, functions, capabilities, and resale services.

2.1.2.3 ILEC shall provide, as requested through MCIm, through the SPOC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities from 8:00 a.m. to 8:00 p.m. Monday through Saturday and at all other times when required by MCIm to meet customer demand.

2.1.3 Street Address Guide (SAG)

2.1.3.1 Within thirty (30) days after the Effective Date of this Agreement, ILEC shall provide to MCIm the SAG data, or its equivalent, in both electronic and hard copy forms, in a format acceptable to MCIm. All changes to the SAG shall be provided to MCIm on the same day as the change to the data is made.

2.1.4 CLASS and Custom Features

2.1.4.1 MCIm may order the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features. In addition, ILEC shall provide MCIm with a list of features and functions available on an end office by end office basis.

2.1.5 Customer Payment History

2.1.5.1 MCIm and ILEC agree to make available to a mutually agreed upon third-party credit reporting agency, on a timely basis, such of the following customer payment history information that is available for each person or entity that applies for local service or intraLATA toll Telecommunications Service(s) from either carrier:

2.1.5.1.1 Applicant's name;

2.1.5.1.2 Applicant's address;

2.1.5.1.3 Applicant's previous phone number, if any;

2.1.5.1.4 Amount, if any, of unpaid balance in applicant's name;

2.1.5.1.5 Whether applicant is delinquent on payments;

2.1.5.1.6 Length of service with prior local or intraLATA toll provider;

2.1.5.1.7 Whether applicant had local or intraLATA toll service terminated or suspended within the last six months with an explanation of the reason therefor; and,

2.1.5.1.8 Whether applicant was required by prior local or intraLATA toll provider to pay a deposit or make an advance payment, including the amount of each.

2.1.5.2 Such information shall be provided on the condition that the credit reporting agency only make such information available to the carrier to which the person or entity in question has applied for Telecommunication Service.

2.1.5.3 ILEC shall not refuse service to MCIIm for any potential MCIIm customer on the basis of that subscriber's past payment history with ILEC. MCIIm shall establish the credit scoring criteria for applicants for MCIIm services.

2.1.6 Carrier Selection

2.1.6.1 For services for resale or unbundled Network Elements, ILEC shall provide to MCIIm, no later than January 1, 1997, the capability to order local service, intraLATA, interLATA, and international toll services by entering the MCIIm subscriber's choice of carrier on a single order. ILEC shall provide MCIIm with the capability to order separate interLATA and intraLATA carriers on a line or trunk basis.

2.1.6.2 Where intraLATA toll carrier selection is not implemented, or if the subscriber does not select an intraLATA toll carrier, ILEC agrees to provide intraLATA toll services for resale to MCIIm and to recognize MCIIm as the default carrier. MCIIm designate the default carrier for all other toll calls if the subscriber does not select a carrier. In all cases, ILEC will route toll calls to the appropriate carrier as designated by MCIIm.

2.1.7 Notification to Long Distance Carrier

2.1.7.1 ILEC agrees to notify MCIIm, using OBF-approved CARE transactions, whenever an MCIIm subscriber who is provided local service through services for resale, INP/NP, or unbundled Network Elements changes MCIIm PIC status.

2.1.7.2 ILEC shall support and implement new Transaction Code Status Indicators (TCSIs) defined by OBF in support of local resale to enable MCIIm to provide seamless customer service.

2.1.7.2.1 ILEC shall implement TCSIs used in conjunction with the new Local Service Provider (LSP) Identification Code for handling Account Maintenance, Customer Service, and Trouble Administration issues. These TCSIs include

4001/02/05, 4201-4205, 4301, 2033, 2233, 3147, 3148, 3149, and others as OBF may define.

2.1.7.2.2 In addition, ILEC shall implement TCSIs used in conjunction with the new Ported Telephone Number field to link "shadow" and ported telephone numbers in support of Interim Number Portability. These TCSIs include 2231, 3150, 3151, and others as OBF may define.

2.1.7.3 ILEC shall provide to MCIm the Local Service Provider ID (LSP) on purchased lists of MCIm PIC'd and non-PIC'd subscribers.

2.1.7.4 ILEC shall provide the Ported Telephone Number (PTN) on purchased CARE lists of MCIm PIC'd and non-MCIm PIC'd subscribers.

2.1.8 Number Administration/Number Reservations

2.1.8.1 Until Number Administration functions are assumed by a neutral third party in accordance with FCC Rules and Regulations, ILEC shall assign NXXs to MCIm on a non-discriminatory basis with no restrictions. In addition, ILEC shall provide testing and loading of MCIm's NXX on the same basis as ILEC provides itself or its affiliates. Further, ILEC shall provide MCIm with access to abbreviated dialing codes, access arrangements for 555 line numbers, and the ability to obtain telephone numbers, including vanity numbers, while a customer is on the phone with MCIm. ILEC shall provide the same range of number choices to MCIm, including choice of exchange number, as ILEC provides its own customers. Reservation and aging of numbers shall remain ILEC's responsibility.

2.1.8.2 Where MCIm has not obtained its own NXX, ILEC shall reserve up to 100 telephone numbers, per MCIm request, per NPA-NXX, for MCIm's exclusive use. ILEC shall provide additional numbers at MCIm's request as customer demand requires. Telephone numbers reserved in this manner may be released for other than MCIm use only upon agreement of MCIm.

2.1.8.3 Where MCIm has obtained its own NXX, but has purchased ILEC services for resale or Network Elements, ILEC agrees to install the MCIm NXX in ILEC's switch according to the

local calling area defined by MCI and perform appropriate number administration functions.

2.1.8.4 ILEC shall accept MCI orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by MCI.

2.1.8.5 For simple services number reservations, ILEC shall provide real-time confirmation of the number reservation. For number reservations associated with complex services, ILEC shall provide confirmation of the number reservation within twenty-four (24) hours of MCI's request.

2.2 Service Order Process Requirements

2.2.1 OBF Compliance

2.2.1.1 In accordance with OBF standards, ILEC and MCI shall follow the OBF-developed ordering and provisioning process standards. These processes include pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/rejection, firm order confirmation, delay notification, and completion notification. ILEC agrees to work cooperatively to implement future OBF-developed processes related to ordering and provisioning.

2.2.2 Service Migrations and New Customer Additions

2.2.2.1 For resale services, ILEC shall not require a disconnect order from a subscriber, another local service provider, or any other entity, to process an MCI order to establish MCI Local Service and/or migrate a subscriber to MCI local service.

2.2.2.2 ILEC shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to MCI service.

2.2.2.3 For services provided through unbundled Network Elements, ILEC shall recognize MCI as an agent for the subscriber in coordinating the disconnection of services provided by another CLEC or ILEC. In addition, ILEC shall not disconnect any ILEC services provided to the subscriber until MCI notifies

ILEC that MCI's unbundled elements are installed and operational.

2.2.2.4 Unless otherwise directed by MCI, when MCI orders resale services or Network Elements all trunk or telephone numbers currently associated existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

2.2.2.5 For customer conversions requiring coordinated cut-over activities, on a per order basis, ILEC and MCI will agree on a scheduled conversion time, which will be a designated two-hour time period within a designated date.

2.2.2.5.1 ILEC will coordinate activities of all ILEC work groups involved with the conversion. This coordination will include, but not be limited to, work centers charged with manual cross-connects, electronic cross-connect mapping, and switch translations (including but not limited to, implementation of interim local number portability translations).

2.2.2.5.2 ILEC will notify MCI when conversion is complete.

2.2.2.5.3 End user service interruptions shall not exceed five minutes.

2.2.3 Intercept Treatment and Transfer of Service Announcements

2.2.3.1 ILEC shall provide unbranded intercept treatment and transfer of service announcements to MCI's subscribers. ILEC shall provide such treatment and transfer of service announcement for six (6) months for all service disconnects, suspensions, or transfers.

2.2.4 Desired Due Date (DDD)

2.2.4.1 MCI shall specify on each order the Desired Due Date (DDD). ILEC shall not complete the order prior to DDD or later than DDD unless authorized by MCI.

2.2.4.2 If the DDD falls after the standard order completion interval (as described in Performance Measurements and Reporting), ILEC shall complete the order on the Desired Due Date.

2.2.4.3 ILEC shall supply MCIm with due date intervals to be used by MCIm personnel to determine service installation dates.

2.2.4.4 Subsequent to an initial order submission, MCIm may require a new/revised due date that is earlier than the minimum defined interval.

2.2.4.5 Any special or preferred scheduling options available, internally or externally to ILEC, for ordering and provisioning services shall also be available to MCIm.

2.2.5 Customer Premises Inspections and Installations

2.2.5.1 MCIm shall perform or contract for all needs assessments, including equipment and installation requirements, at the customer premises.

2.2.5.2 ILEC shall provide MCIm with the ability to schedule customer premises installations.

2.2.5.3 ILEC shall provide extended demarcation beyond the NID, at MCIm's request, using intrabuilding riser and lateral beyond the NID.

2.2.6 Firm Order Confirmation (FOC)

2.2.6.1 ILEC shall provide to MCIm, via an electronic interface, a Firm Order Confirmation (FOC) for each MCIm order. The FOC shall contain on a per line and/or trunk basis an enumeration of MCIm's ordered unbundled Network Elements (and the specific ILEC naming convention applied to that element or combination), features, functions, resale services, options, physical interconnection, quantity, and ILEC Committed Due Date for order completion.

2.2.6.2 For a revised FOC, ILEC shall provide order detail on a per line or per trunk level as well as the order detail from the prior FOC. ILEC shall submit to MCIm a complete revised list of features, functions and services ordered.

2.2.6.3 ILEC shall provide to MCIIm the date that service is initiated.

2.2.7 Order Rejections

2.2.7.1 ILEC shall reject and return to MCIIm any order that ILEC cannot provision, due to technical reasons, missing information, or jeopardy conditions in accordance with Performance Measurements in Section 2.5. When an order is rejected, ILEC shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. ILEC shall not reject any orders on account of the Desired Due Date.

2.2.7.2 ILEC agrees to accept from MCIIm verbal administrative order errors. ILEC shall immediately inform MCIIm by telephone of any minor issues which can be handled over the phone.

2.2.7.3 If any portion of a service order, as submitted by MCIIm, is not correct, ILEC shall make all reasonable attempts to complete any portion of the work that can be completed, while awaiting correction of error conditions by MCIIm.

2.2.8 Service Order Changes

2.2.8.1 If an installation or other MCIIm-ordered work requires a change from the original MCIIm service order in any manner, ILEC shall call MCIIm in advance of performing the installation or other work to obtain authorization. ILEC shall then provide MCIIm an estimate of additional labor hours and/or materials. After all installation or other work is completed, ILEC shall immediately notify MCIIm of actual labor hours and/or materials used.

2.2.8.1.1 If additional work is completed on a service order, as approved by MCIIm, the cost of the additional work must be reported immediately to MCIIm.

2.2.8.1.2 If a service order is partially completed, notification must identify the work that was done and work remaining to complete.

2.2.8.2 If an MCIIm subscriber requests a service change at the time of installation or other work being performed by ILEC on behalf of MCIIm, ILEC, while at the customer premises, shall direct the MCIIm subscriber to contact MCIIm so as to avoid unnecessary

delays in service activation should ILEC representative leave customer premises.

2.2.9 Jeopardy Situations

2.2.9.1 ILEC shall provide to MCIIm notification of any jeopardy situations prior to Committed Due Date, missed appointments and any other delay or problem in completing work specified on MCIIm's service order as detailed on the FOC, in accordance with the Performance Measurements in Section 2.5.

2.2.10 Cooperative Testing

2.2.10.1 Network Testing

2.2.10.1.1 ILEC shall perform all pre-service testing prior to the completion of the order, including testing on local service facilities and switch translations, including, but not limited to, verification of features, functions, and services ordered by MCIIm.

2.2.10.1.2 Within 24-hrs of MCIIm's request for scheduled cooperative testing, ILEC shall perform said testing with MCIIm (including trouble shooting to isolate any problems) to test Network Elements purchased by MCIIm in order to identify any problems.

2.2.10.2 Systems and Process Testing

2.2.10.2.1 ILEC shall cooperate with MCIIm upon request to ensure that all operational interfaces and processes are in place and functioning properly and efficiently, as determined by MCIIm. Testing shall simulate actual operational procedures and systems interfaces to the greatest extent possible. Further, the testing shall not be limited by either geography or timeframe, unless otherwise agreed upon by MCIIm. MCIIm may request cooperative testing as deemed appropriate by MCIIm to ensure service performance, reliability, and customer serviceability.

2.2.11 Service Suspensions/Restorations

2.2.11.1 Upon MCIIm's request through a Suspend/Restore Order, ILEC shall suspend or restore the functionality of any Network

Element, feature, function, or resale service. ILEC shall provide restoration priority on a per network element or combination basis in a manner that conforms with MCIm requested priorities and any applicable regulatory Rules and Regulations or government requirements.

2.2.12 Disconnects

2.2.12.1 ILEC shall provide to MCIm daily information notifying MCIm of any services disconnected from MCIm in a format and detail specified by MCIm.

2.2.13 Order Completion Notification

2.2.13.1 Upon completion of a service order by the ILEC in its system(s), ILEC shall submit to MCIm an order completion which details the work performed (including a list of features and functions installed), the date completed, charges associated with the order, and verification of accurate service completion. Notification shall be provided in accordance with MCIm's specified intervals.

2.2.14 Fulfillment Process

2.2.14.1 MCIm shall conduct all activities associated with the account fulfillment process for all MCIm subscribers.

2.2.15 Specific Unbundling Requirements

2.2.15.1 MCIm may order and ILEC shall provision unbundled Network Elements either individually or in any combination on a single order. Network Elements ordered as combined shall be provisioned as combined by ILEC unless MCIm specifies that the Network Elements ordered in combination be provisioned separately.

2.2.15.2 Prior to providing service in a specific geographic area or when MCIm requires a change of network configuration, MCIm may elect to place an order with ILEC requiring ILEC to prepare Network Elements and switch translations in advance of orders for additional network elements from MCIm.

2.2.15.3 When MCIm orders Network Elements that are currently connected ILEC shall ensure such Network Elements remain

connected and functional without any disconnection or disruption. This shall be known as Contiguous Network Connection of Network Elements. There shall be no charge for such connection.

2.2.15.4 Order combinations of Contiguous Network Elements shall be available to be ordered (i) on a case-by-case basis for those Network Elements that are subscriber-specific; or (ii) on a common-use basis for those Network Elements that are shared by multiple subscribers.

2.2.15.5 Network Elements shall be identified and ordered by MCI so that they can be provisioned together. MCI may specify the functionality of a combination without the need to specify the configuration of the individual Network Elements needed to provide that functionality.

2.2.15.6 When ordering a Combination, MCI shall have the option of ordering all features, functions and capabilities of each Network Element.

2.2.15.7 When MCI orders Network Elements, ILEC shall provision all features, functions, and capabilities of the Network Elements which include, but are not limited to,

2.2.15.7.1 The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to the ILEC's subscribers, such as telephone number, white page listing, and dial tone; and

2.2.15.7.2 All other features that the switch is capable of providing, including, but not limited to, custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.

2.2.15.8 When MCI orders Network Elements, ILEC shall provide technical assistance to ensure compatibility between elements.

2.2.15.9 Each order for Network Elements will contain administration, bill, contact, and customer information, as defined by the OBF.

2.3 Systems Interfaces and Information Exchanges

2.3.1 General Requirements

2.3.1.1 ILEC shall provide, in conjunction with MCI, "electronic bonding" between ILEC and MCI for those interfaces where real-time, transparent access to data and systems transactions are required in order for ILEC to support MCI, and for MCI to provide features and services to subscribers, as defined by MCI's operational requirements and which meet internal performance standards.

2.3.1.2 ILEC shall provide to MCI a real-time, electronic interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions, and resale services, as specified in Exhibit A to this Attachment. The interface(s) shall be developed/designed for the transmission of data from MCI to ILEC, and from ILEC to MCI. Detailed systems requirements for specific electronic interface(s) shall be negotiated in good faith by the parties and be specified in writing between MCI and ILEC within 60 days after the Effective Date of this Agreement. ILEC agrees that the electronic interface(s) are to be provided as soon as practical, but no later than January 1, 1997, unless otherwise agreed to or requested by MCI.

2.3.1.3 ILEC interfaces shall provide MCI with the same process and system capabilities for both Residence and Business ordering and provisioning. MCI shall not be required to develop distinct processes or interfaces by class of service.

2.3.1.4 ILEC and MCI shall agree on and implement interim solutions for each interface within thirty (30) days after the Effective Date of this Agreement, unless otherwise specified in Exhibit A of this Attachment. The interim interface(s) shall, at a minimum, provide MCI the same functionality and level of service as is currently provided by the electronic interfaces used by ILEC for its own systems, users, or subscribers.

2.3.1.5 Interim interfaces or processes may be modified, if so agreed by MCI and ILEC, during the interim period.

2.3.1.6 Until the real-time, electronic interface is available, ILEC agrees that the Local Carrier Service Center (LCSC) or similar

function will accept MCIIm orders. Orders will be transmitted to the LCSC via an interface or method agreed upon by MCIIm and ILEC.

2.3.1.7 ILEC shall provide a real-time, electronic interface to perform all of the steps in the OBF-developed ordering and provisioning process by January 1, 1997. These steps include pre-order service inquiry, pre-order service inquiry response, firm order acknowledgment/rejection, firm order confirmation, delay notification, and completion notification.

2.3.1.7.1 Until such standards are completed, ILEC and MCIIm agree to use an interim, mutually agreed upon order format and interface which will be defined and negotiated between the Parties no later than forty-five (45) days after the Effective Date of this Agreement.

2.3.1.7.2 ILEC agrees to implement OBF-developed ordering and provisioning standards within ninety (90) days of completion of those standards.

2.3.1.8 ILEC shall provide to MCIIm a list of all CLASS and Custom features and functions within ten (10) days of the Effective Date of this Agreement and shall provide updates to such list at the time new features and functions become available.

2.3.2 Ordering and Provisioning for Resale Services

2.3.2.1 ILEC shall provide to MCIIm a list of all intraLATA and interLATA carriers available for subscriber selection on a central office level.

2.3.2.2 Upon request, ILEC shall provide to MCIIm a listing at the street address level of the service coverage area of each switch CLLI.

2.3.2.3 ILEC shall provide MCIIm with access to Customer Proprietary Network Information (CPNI) without requiring MCIIm to produce a signed Letter of Agency (LOA), based on MCIIm's blanket representation that customer has authorized MCIIm to obtain such CPNI.

2.3.2.3.1 Information shall be in a format which is acceptable to MCIIm at the line and/or trunk level. ILEC shall provide to MCIIm a real-time, electronic interface to ILEC customer information systems which will allow MCIIm to